

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S10		PAGE OF PAGES 1 49		
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0005		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 24 Jan 2003		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: PATSY KRAGH 1142P KRAGHPA@IH.NA VY.MIL INDIAN HEAD MD 20640-5035				CODE N00174		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SUPPLY DEPT., BLDG. 1558</u> until <u>15 00</u> local time <u>25 Feb 2003</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME PATSY KRAGH		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6669		C. E-MAIL ADDRESS kraghpa@ih.navy.mil				
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			5	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			10	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			14					
X	G	CONTRACT ADMINISTRATION DATA			16	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			20	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1ST ARTICLE FFP - MK-117 NOZZLE ASSEMBLY in accordance with Drawings #1638AS121 REV. G. AND #1638AS116 PURCHASE REQUEST NUMBER 2323122840393	10	Each		
0002	PRODUCTION QUANTITY - 1ST ARTICLE NOT WAIVED FFP - MK 117 NOZZLE ASSEMBLY In accordance with Drawings #1638AS121 REV G. AND #1638AS116 PURCHASE REQUEST NUMBER 2323122840389	500	Each		
0003	PRODUCTION QUANTITY - 1ST ARTICLE WAIVED FFP - MK 117 NOZZLE ASSEMBLY In accordance with Drawings #1638AS121 Rev. G and #1638AS116.	500	Each		
OPTION I					
0004	MK 117 NOZZLE ASSEMBLIES FFP - In accordance with Drawings #1638AS121 REV. G AND #1638AS116		Each		

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
NOZZLE ASSEMBLIES	0004	500	699	\$_____
		700	999	\$_____
		1,000	1,249	\$_____
		1,250	1,500	\$_____

OPTION II

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Each		
	MK 177 NOZZLE ASSEMBLIES				
	FFP - In accordance with Drawings #1638AS121 REV. G AND #1638AS116				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
NOZZLE ASSEMBLIES	0005	500	699	\$_____
		700	999	\$_____
		1,000	1,249	\$_____
		1,250	1,500	\$_____

OPTION III

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Each		
	MK 117 NOZZLE ASSEMBLIES				
	FFP - In accordance with Drawings #1638AS121 REV. G AND #1638AS116				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
NOZZLE ASSEMBLIES	0006	500	699	\$_____
		700	999	\$_____
		1,000	1,249	\$_____
		1,250	1,500	\$_____

OPTION IV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Each		
	MK 117 NOZZLE ASSEMBLIES				
	FFP - In accordance with Drawings #1638AS121 REV. G AND #1638AS116				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
NOZZLE ASSEMBLIES	0007	500	699	\$_____
		700	999	\$_____
		1,000	1,249	\$_____
		1,250	1,500	\$_____

NOTE: Should the Government choose to exercise the stepladder options, each option will be exercised for one quantity only. Under no circumstance will the options be exercised for all four quantities. Once a particular option has been exercised, that option is no longer available.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

**STATEMENT OF WORK (SOW) FOR PROCUREMENT OF MK 117
NOZZLE ASSEMBLY**

Requirements: The manufacturer is to produce end item Mk 117 Nozzle Assembly in accordance with Dwg 1638AS121 Rev. G.

1.0 First Article Samples

- a. This section can be deleted if the vendor has previously manufactured this part and no change have occurred.
- b. A pre-award survey is required for all vendors and a 1st article test plan will be followed.
- c. NSWC personnel shall visit the casting facility once casting of the first production batch has been cast. Vendor X-Rays, certification and data shall be reviewed on site. This will ensure proper interpretation of the X-Ray requirements on the casting.
- d. The vendor is to submit 10 first article samples for inspection. The units submitted shall be manufactured using the same processes and procedures that the vendor will be using for production units.
- e. Eight (8) of the nozzles assemblies shall be "end items" units in accordance with contract requirements. Two (2) of the nozzles assemblies shall be submitted as individual components. i.e. the throat and blowout disk will not be assembled in the nozzle.

2.0 HEAT TREAT

- a. All castings shall be heat treated in accordance with note 3 of the drawing. The material hardness after heat treat shall be Rc 20 min. .
- b. All castings shall be segregated by heat treat lot. The vendor shall employ a suitable method of keeping the casting heat treat lots separate. Marking such as steel stamping or etching shall not be done. See general requirement for shipping finished nozzle assemblies.

3.0 WELD REPAIR

- a. Weld repair shall not be done on the nozzle assemblies in any manner without written permission from IHD/NSWC.

4.0 X-RAYS

- a. A manufacture submitted X-Ray shooting sketch shall be pre-approved by IHD/NSWC. Once approved all subsequent X-Rays shall not change the XRay shooting sketch unless approved in writing by NSWC. Acceptance does not relieve the contractor of fully documenting defects in units which will be presented for government acceptance.
- b. X-Rays shall be done in accordance with MIL-STD-2175, class 2 and enclosure 1. Reference radiographs shall be in accordance with ASTM E192.

- c. A sample of nozzles from each casting lot shall be X-Rayed in accordance with Mil-STD-105 table ii AQL 2.5% AQL is for determination of sample size only. Any single defect is cause for 100% X-Ray on each casting lot.

5.0 **DYE PENETRANT INSPECTION**

- a. Magnetic particle inspection (MPI) shall be done 100% on all nozzle assemblies. Inspections shall be done in accordance with MIL-STD-1 949A after MPI.
- b. The vendor shall submit a magnetic particle inspection technique sheet to NSWC for review prior to starting first articles. This MPI technique sheet shall be sent to attention:

Bart Hutchinson
Code: 2310H Bldg. 702
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, MD20640-5035

All subsequent magnetic particle inspections shall be IAW the technique sheet. The vendor shall not change the technique unless authorized by NSWC.

6. **PLATING**

- a. All nozzle assemblies shall be plated in accordance with the following, Zinc Flake/Chromate Dispersion Coat in accordance with MIL-C-87115a Class 3.
- b. Optional plating if used shall be as specified in note 4 on the drawing.

7. **BLOWOUT DISK**

- a. Material copper, CDA No. 110, 1/2 hard, 0.005+-0.001 thick.
- b. Optional plating if used should be as specified in note 4 on the drawing.

8. **GRAPHITE INSERT**

- a. Graphite grain shall be perpendicular (radial) to center line of nozzle throat.
- b. Insert must have outside diameter of 2.001 to 2.003 press in to the nozzle property.
- c. The graphite insert throat dimension (M 106) will have a tolerance of 1.176 to 1.181 inches.

9. **General data and certification requirements**

The following are general requirements and data items. All data items shall be supplied to NSWC with each shipment:

- a. All nozzle assemblies shall be segregated and shipped to NSWC by heat treat batch. The vendor shall wrap or box the units so the heat is easily identified. The heat treat batch number shall be used to track the nozzle assemblies through all processing steps. (IAW CDRL A002 and A003)
- b. All data and certifications shall be traceable to the heat treat batch number. (IAW CDRL A002 and A003)
- c. The time and temperature records for each heat treat batch shall be generated by the vendor. These records shall be supplied to NSWC with each shipment. (IAW CDRL A002 and A003)

- d. Heat treat certifications for all heat treat batches shall be supplied to NSWC. If the nozzle was heat treated more than once, both certification shall have the following information: (IAW CDRL A002 and A003)
 - 1) Identification of heat treater
 - 2) Indicate that the nozzle assemblies have been heat treated and that they meet the minimum required mechanical properties
 - 3) Number of parts included in the heat treat batch shall be indicated
- e. Material certification (chemical composition) of the 4130 metal shall be supplied with each shipment. At a minimum the certification shall contain the percentages of the constituents in the metal. (IAW CDRL A002 and A003)
- f. Magnetic particle inspection certification shall be sent on a per shipment basis. (IAW CDRL A001)
- g. All X-Rays and X-Ray read sheets on each castings shall be sent to NSWC. (IAW CDRL A001)
- h. Plating and dimensional certifications shall be supplied. At a minimum the required method shall be called out on the certification for each process. A blanket certification is acceptable. (IAW CDRL A002 and A003)
- i. The content and format for all certifications and data may be defined by the manufacturer. The content and format shall be reviewed when the first shipment is received.

10. **SHIPPING LOCATIONS**

- a. All certifications and data, shall be sent to:

Bart Hutchinson
Code: 2310H Bldg. 702
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, MD20640-5035

The nozzle assemblies shall be shipped to the location called out in the contract.

- b. For data required by DD 1423 for other NSWC Indian Head Codes, the following address shall be used:

Indian Head Division
Naval Surface Warfare Center
Attention Code.
101 Strauss Avenue
Indian Head, MD20640-5035

10. Applicable Documents

DI-QCIC-80376 Incoming Inspection Summary Report
 DI-NDTI-80809B Test / Inspection Report
 DI-MISC-80678 Certification / Data Report
 MIL-STD-2175 Casting Classification
 ASTM E192 Standard Reference Radiographs for Investment Steel Castings for
 Aerospace Applications
 MIL-STD-105 Sampling Procedures And Tables For Inspection By Attributes
 MIL-STD-1949A Magnetic Particle Inspection
 MIL-C-87115A Coating, Immersion Zinc Flake/Chromate Dispersion

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) #4, attached hereto.

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s) _____

(Offeror to fill in contract number(s), as applicable. See Section M)

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-03-C-**

Bldg: **154**

Code: **2310P**

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.
ISO 9000 OR EQUIVALENT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

ALL Item(s) _ - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 46 - SAMPLING OF RECEIVED MATERIAL - MAN-RATED MATERIAL (NAVSEA/IHD) FEB 2000

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects man-rated material under this contract for rockets, catapults, cartridge actuated devices and their component parts, the following sampling procedures will be used in accordance with:

MIL-STD-105D - Level II with:
AQL of .040 for criticals
AQL of 1.00 for majors
AQL of 2.50 for minors

(b) In all cases the acceptance number will be ZERO (0), the lot will be rejected for any defect.

(c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	90 DAYS ADC	Each	10	Dest.	N00174 NAVSEA INDIAN HEAD RECEIVING RECEIVING OFFICER BLDG 116 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 ATTN: BART HUTCHINSON CODE: 2310H
0002	210 DAYS AFATA	Each	500	Dest.	Same as CLIN 0001
0003	210 DAYS ADC	Each	500	Dest.	Same as CLIN 0001
0004	210 DAYS ADC	Each	AS	Dest.	Same as CLIN 0001
					SPECIFIED WHEN EXERCISE OF OPTION
0005	210 DAYS ADC	Each	Same as CLIN 0004	Dest.	Same as CLIN 0001
0006	210 DAYS ADC	Each	Same as CLIN 0004	Dest.	Same as CLIN 0001
0007	210 DAYS ADC	Each	Same as CLIN 0004	Dest.	Same as CLIN 0001

ITEM NO.	OFFEROR'S PROPOSED DELIVERY SCHEDULE	
	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

(End of Clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
 Indian Head Division
 Naval Sea Systems Command
 101 Strauss Avenue
 Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
 - ☐ a separate invoice for each activity designated to receive the supplies or services.
 - ☐ a consolidated invoice covering all shipments delivered under an individual order.
 - ☒ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: NAVSEA, INDIAN HEAD DIVISION
 COMPTROLLER DEPARTMENT, CODE 021
 ACCOUNTING AND FINANCE DIVISION, BLDG. 1601
 101 STRAUSS AVENUE
 INDIAN HEAD, MD. 20640-5035

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:	Daisy DuBose
Phone Number:	(301)744-6746
Payments/Invoicing:	Geneva Wesley
Phone Number:	(301)744-4840
Technical Representative:	Bart Hutchinson
Phone Number:	(301)744-1149

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Ruth D. Adams at (301) 744-6655 .

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: **Code _2310P_**).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of **Code _2310P_**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM AUG 2002
(AUG 1997)

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984

52.232-16 Alt I	Progress Payments (Feb 2002) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	SEP 2001
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **AS INDICATED BELOW**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

ITEMS

OPTION I WITHIN 365 DAYS AFTER CONTRACT AWARD
 OPTION II WITHIN 365 DAYS AFTER EXERCISE OF OPTION I
 OPTION III WITHIN 365 DAYS AFTER EXERCISE OF OPTION II
 OPTION IV WITHIN 365 DAYS AFTER EXERCISE OF OPTION III

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$56,190 or more; or

(4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$169,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address:

SECTION J List of Documents, Exhibits and Other Attachments

1. Drawing 31638AS121 and 163AS116
2. Detailed Certification Sheet
3. First article Test Plan
4. CDRL's (Contract Data Requirements Lists) DD-1423's
5. DID's (Data Item Descriptions) DD-1664's
6. Past Performance Matrix
7. Past Performance Questionnaire Cover Sheet
8. Past Performance Questionnaire Interview Sheet

NOTE: All of the above Attachments are located at the end of the solicitation in PDF Format.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
	PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **332993**.

(2) The small business size standard is **1500 EMPLOYEES**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)**

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

a) Definitions. Caribbean Basin country end product, designated country end product, domestic end product NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as “U.S. made end products” but do not meet the definition of “domestic end product”:

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

Insert line item number	Insert country of origin

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless

such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
252.217-7026	Identification of Sources of Supply	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ____ DX rated order; **X** **DO** rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE SUPPLY** contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **RUTH D. ADAMS, CONTRACTING OFFICER, CODE 1142, 101 STRAUSS AVENUE, INDIAN HEAD, MD. 20640-5035**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

B. The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
2. Five (5) copies of the technical proposal, Volume I.
3. Three (3) copies of the past performance information, Volume II.
4. Three (3) copies of the cost/price proposal, Volume III.

II. VOLUME I - TECHNICAL PROPOSAL

A. Technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The technical proposal shall be limited to seventy-five (75) pages, single-sided, no foldouts, 1 1/2 spaced, 10 pitch type (or word processor equivalent). The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated. Specifically, the proposal shall be organized as follows:

1. Forward
2. Table of Contents (with proposal paragraphs cross reference to specific Statement of Work paragraphs)
3. List of Tables and Figures
4. Tabs (for ease of reference/location)
5. Resumes

NOTE: THE ABOVE SHALL BE EXCLUDED FROM THE 75 PAGE LIMIT

- B. The format and content of the technical proposal shall contain a response to each of the factors outlined below:
- C. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

Factor 1 - Technical Experience

Factor 2 - Sub-Contracting

Factor 3 - Past Performance (equal to 1 and 2 combined)

Factor 4 - Cost/Price

Tab I - Shall address Factor 1, supplements as detailed below.

1. **Technical Experience** - Offeror shall answer the following questions:

- a. As required by the drawings and statement of work, identify all plans for compliance with, or certifications and quality inspections the prime contractor is certified to.
- b. Identify the proposed method of manufacturing the nozzle assembly, from how it will be formed and machined to dimensional inspection. Identify the critical factors in the manufacturing process involved in making the item.
- c. Attach a detailed process Flow/Time Line for the machining and dimensional inspection portion of the nozzle assembly.
- d. Identify any fore seeable problem areas in the development process that will effect the delivery schedule. What plans do you have to eliminate them? If no problems, WHY?
- e. List process controls that the contractor will use to ensure that the end item is in accordance with the drawing requirements. (Be specific)

Tab II - Shall address Factor 2, supplements as detailed below.

Sub-Contracting - Offeror shall answer the following questions

- 1. Identify which parts of the job will be subcontracted. If any, list names and addresses of sub-contractors. Indicate the quality specification that the vendors are certified to. Address the following aspects of the development process:
 - a. Machining
 - b. Inspection (Dimensional, in-process, CMM)
 - c. Plating
- 2. List process controls that the subcontractor will use to ensure the item is in accordance with the drawing requirements.
- 3. Identify all quality specifications the sub-contractors certified to.

Tab III - Shall address Factor 3, supplements as detailed below.

Past Performance - Shall contain only Past Performance Information

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior – its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire (enclosure) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center
101 Strauss Avenue
Indian Head MD 20640-5035
Attn: Patsy Kragh, Code 1142P, Bldg. 1558

BY NO LATER THAN THE CLOSING DATE OF THE SOLICITATION

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the government to rank the offerors past performance.

Tab IV - Shall address Factor 4 as detailed below

Cost/Price – Shall contain only cost/price information

This tab shall contain two (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed costs/prices fair and reasonable.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**HQ M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING)
(NAVSEA) (JUL 2000)**

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s)

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that **\$21,330.00** will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)
(NAVSEA/IHD)

- I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal
 Past Performance
 Cost/Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

A. TECHNICAL PROPOSAL (In descending Order of Importance)

1. The following technical factors shall apply:

Technical Experience
 Subcontracting

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed in Section L of this RFP. Failure to do so may render an offer ineligible for award.

B. PAST PERFORMANCE

1. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

- a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:
 - i. **Product Quality.** The offeror's demonstrated ability to conform to contract specification requirements.
 - ii. **Reliability.** The offeror's demonstrated ability to conform to contract requirements.
 - iii. **Timeliness.** The offeror's demonstrated ability to meet contract schedules and delivery dates.
 - iv. **Customer Satisfaction.** The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

- a. **Neutral:** Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.
- b. **Exceptional:** Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.
- c. **Average:** Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.
- d. **Poor:** Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply, delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. COST/PRICE

- 1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

- II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	<u>Factors 1 & 2 Score*</u>	<u>Past Performance Rating</u>	<u>Cost/Price</u>
A	88	Excellent	\$251,000
B	93	Excellent	\$270,000
D	82	Excellent	\$249,000
E	93	Poor	\$252,500

* Not to exceed 100



Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it would be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would not be considered the best value based on his POOR Past Performance rating, therefore offeror E would not be considered for award.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E

CONTRACT LINE ITEM NO. Nozzle Assembly		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK 117 JATO		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Incoming Inspection Summary Report			3. SUBTITLE X-Ray Shooting Sketch	
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80376		5. CONTRACT REFERENCE See SOW Sec. 4.0.		6. REQUIRING OFFICE 2310H, Bldg. 702	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY As Req	12. DATE OF FIRST SUBMISSION See Blk. 16	14. DISTRIBUTION b. COPIES	
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See Blk. 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS Block: 4. Use DID (advisory) as a guide. Contractor format acceptable. Format submitted shall be approved by the Government. 12 and 13: TBD per delivery lot. 14. Mailing address: Bart Hutchinson Code 2310H Naval Surface Warfare Center 101 Strauss Avenue Bldg. 702 Indian Head, MD 20640-5035				12.	
				2310H	
				2310P LT Only	
				1121 LT Only	
				15. Total	
1					
0					

G. PREPARED BY  Bart M. Hutchinson	H. DATE 18 Nov 2002	I. APPROVED BY  Bart M. Hutchinson	J. DATE 2003-01-15
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DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price



CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

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CONTRACT LINE ITEM NO. Nozzle Assembly		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK 117 JATO		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Test / Inspection Report			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B		5. CONTRACT REFERENCE See SOW Sec. 4.0.		6. REQUIRING OFFICE 2310H, Bldg. 702	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Blk. 16	14. DISTRIBUTION b. COPIES	
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS 10 DARC	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS Block: 4. Use DID (advisory) as a guide. Contractor format acceptable. Format submitted shall be approved by the Government. 12 and 13: TBD per delivery lot. 14. Mailing address: Bart Hutchinson Code 2310H Naval Surface Warfare Center 101 Strauss Avenue Bldg. 702 Indian Head, MD 20640-5035				12.	
				2310H	
				2310P LT Only	
				1121 LT Only	
				15. Total	

G. PREPARED BY Bart M. Hutchinson	H. DATE 18 Nov 2002	I. APPROVED BY M. Elaine Lunkhouse	J. DATE 2003-01-15
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DD FORM 1423-1, JUN 90

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Attachment (F)

17. Price Group

18. Estimated Total Price





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CONTRACT LINE ITEM NO. Nozzle Assembly		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK 117 JATO		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Certification / Data Report			3. SUBTITLE Dimensional Certification & Data	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE See SOW Sec. 4.0.		6. REQUIRING OFFICE 2310H, Bldg. 702	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Blk. 16	14. DISTRIBUTION b. COPIES	
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS 10 DARC	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS Block: 4. Use DID (advisory) as a guide. Contractor format acceptable. Format submitted shall be approved by the Government. 12 and 13: TBD per delivery lot. 14. Mailing address: Bart Hutchinson Code 2310H Naval Surface Warfare Center 101 Strauss Avenue Bldg. 702 Indian Head, MD 20640-5035				12.	
				2310H	
				2310P LT Only	
				1121 LT Only	
				15. Total	
1					
0					

G. PREPARED BY  Bart M. Hutchinson	H. DATE 18 Nov 2002	I. APPROVED BY  M. E. Bairn	J. DATE 2003-01-15
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DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price



DATA ITEM DESCRIPTION

2. TITLE INCOMING INSPECTION SUMMARY REPORT		1. IDENTIFICATION NUMBER DI-QCIC -80376	
3. DESCRIPTION/PURPOSE 3.1 The Incoming Inspection Summary Report is a summary of the results of an incoming inspection including contractor source inspection of all parts associated with an equipment type. Each summary report is limited to an equipment type such as space, ground, etc. (Continued on Page 2)			
4. APPROVAL DATE (YYMMDD) 870619	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/Y213	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This report is required when equipment parts are subject to incoming inspections. 7.3 This DID supersedes paragraph 10.1.1 of DI-R-5468.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER G4140	
10. PREPARATION INSTRUCTIONS 10.1 <u>Content and format.</u> The summary report shall contain the following: 10.1.1 A title page which shall contain the following: 10.1.1.1 Report title. 10.1.1.2 Equipment nomenclature. 10.1.1.3 Report date. 10.1.1.4 Security classification of the report. 10.1.1.5 Contract number. 10.1.1.6 Name(s) and official title(s) of the preparer(s) of the report. 10.1.1.7 Signature of an authorized company representative. 10.1.2 Brief introduction that includes the scope and purpose of the report. 10.1.3 Brief description of the incoming test procedures and objectives. 10.1.4 A summary of all parts receiving an incoming inspection in tabular form, whenever possible, shall include the following information: (Continued on page 2)			
11. DISTRIBUTION STATEMENT <u>DISTRIBUTION STATEMENT A:</u> Approved for public release; distribution is unlimited.			

Block 3, Description/Purpose (Continued)

3.2 The report is used to evaluate the quality of material being received from outside sources.

Block 10, Preparation Instructions (Continued)

- 10.1.4.1 Part type, part number, vendor, and vendor part number.
- 10.1.4.2 Nonconforming Material Report (NCR) Number (if applicable).
- 10.1.4.3 Lot size (by lot date code).
- 10.1.4.4 Quantity inspected - by lot date code (include sampling level used, if applicable.)
- 10.1.4.5 Quantity rejected - by lot date code.
- 10.1.4.6 Rejection rate.
- 10.1.4.7 Disposition (including corrective action implemented).
- 10.1.4.8 Defect description.
- 10.1.5 Histograms which reflect the recorded variables in 10.1.4 above.

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
1. TITLE Certification/Data Report		2. IDENTIFICATION NUMBER DI-MISC-80678		
3. DESCRIPTION/PURPOSE 3.1 Certification data is required to verify that specific qualifications have been obtained, tests have been performed, parts/assemblies/equipments/systems have been installed, tested, inspected and are ready for operation; that personnel have specific qualifications to perform assignments/operations/inspections; or to certify identity, interchangeability, (Continued on page 2.)				
4. APPROVAL DATE (YYMMDD) 880912	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/SEA 5523		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 Certification may be required for a single event/operation, or may be required for a specified time period, or certification may be required on a continuing basis with periodic re-certification or updating of the original certification. 7.2 The technical content requirements for this item shall be specified in the contract. When this DID is applied to contracts acquiring items via a military specification prepared in accordance with MIL-STD-961, the necessary detailed technical requirements shall be (Continued on page 2.)				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER N4533
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . The report shall be typewritten in narrative format on the contractor's form. The report shall cover the type of certification specified in Block 3, "Subtitle," of the CDRL, DD Form 1423. 10.2 <u>Content</u> . The report shall contain the contract number and data item sequence number, and shall contain a statement that specifically identifies the purpose and applicability of this certification. 10.2.1 <u>Certification of completion</u> . Certification that tests have been performed, inspections made, parts/assemblies/equipments/systems have been installed, tested, inspected, and area ready for operation, or that specific qualifications have been obtained shall provide objective evidence in support of the certification. Objective evidence may include such items as spectographs, radiographs, material sampling, analysis, inspection and testing reports, or any other necessary documentation. 10.2.2 <u>Certification of personnel</u> . Certifications that personnel have specific qualifications shall be supported by licenses, permits, tests, statements of competency, or other documentation. The specific capabilities to perform an assignment, inspection, or other operations shall be stated in the certification. 10.2.3 <u>Certification of data reviews</u> . Certifications that documentation/data has been reviewed shall contain a statement of the "depth" of the examination and the results thereof. If the documentation being reviewed cannot be certified, the report shall so state and shall list the reasons, i.e., deficiencies, conflicting data, etc. (Continued on page 2.)				
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.				

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. TITLE TEST/INSPECTION REPORT		2. IDENTIFICATION NUMBER DI-NDTI-80809B	
3. DESCRIPTION/PURPOSE 3.1 The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.			
4. APPROVAL DATE (YYMMDD) 970124	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) F/AFMC-DOP	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID is applicable to engineering (developmental), preliminary qualification, qualification, and acceptance testing. 7.3 This DID supersedes DI-NDTI-80809A and DI-MISC-80653.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER F7231
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . Contractor format is acceptable. Organize the information required by paragraph 10.2 and its subparagraphs in a manner that facilitates presentation and understanding 10.2 <u>Content</u> . The test/inspection report shall contain the following information, as applicable. 10.2.1 <u>Cover and title page</u> . The following information shall appear on the outside front cover and title page: <ul style="list-style-type: none"> a. Report date. b. Report number (contractor or government) c. Contractor's name, address, and commercial and government entity code. d. Contract number and contract line item number or sequence number (if applicable). e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test). f. Identification of item tested/inspected. g. Date or period of test/inspection. h. Name and address of requiring government activity. i. Security classification, downgrading and declassifying information, if applicable. <p style="text-align: right;">(Continued on page 2)</p>			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.			

Block 10, Preparation Instructions (continued)

10.2.2 Table of contents. The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example; figure, table, photograph, chart, and drawing).

10.2.3 Introduction. The introduction shall include the following information:

10.2.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

10.2.3.2 Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

10.2.3.3 Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

10.2.4 Summary. Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

10.2.5 Reference documents. Complete identification of all documents referenced in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractor's file designation where test/inspection records are maintained.
- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

DI-NDTI-80809B

10.2.6 Body of report. The body of the test/inspection report shall be as follows:

10.2.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following:

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

10.2.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following:

- a. Location or orientation of the item.
- b. Location, orientation, or settings of test equipment and instrumentation.
- c. Location, orientation, or settings of sensors and probes.
- d. Location or orientation of interconnections, cables, and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

10.2.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and any control conditions imposed.

10.2.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

10.2.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

10.2.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

10.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.

DI-NDTI-80809B

- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

10.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.
- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

10.2.7 Authentication. The following certifications shall be included, as applicable:

10.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

10.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

DETAIL CERTIFICATION SHEET

To: Naval Ordnance Station
 Indian Head, MD 20640
 Attn: Code 401A

Contract/Purchase Order No. _____

Drawing/Specification No. 1638 AS/21 Rev. E

Item Name/Program Nozzle Assembly

Number of Units 500 each w/options

	THESE CERTS ARE REQUIRED		I WILL FORWARD THESE TESTS DATA RESULTS/ CERTS - ATTACHED TO THIS SHEET	I WILL MAINTAIN THESE CERTS ON FILE
	TO KEEP ON FILE	TO FWD		
MATERIAL		✓		
HARDNESS TEST				
PRESSURE/LEAK TEST				
HEAT TREAT		✓		
WELDING		✓		
MAGNETIC PARTICLE INSPECTION		✓		
ULTRASONIC INSPECTION				
RADIOGRAPHIC INSPECTION				
DYE PENETRANT INSPECTION				
PROTECTIVE FINISH (Zinc)		✓		
SURFACE PREPARATION				
OTHER:				

 (COMPANY NAME)

 (AUTHORIZED SIGNATURE)

FIRST ARTICLE TEST PLAN FOR MK 117 NOZZLE ASSEMBLY

1.0 GENERAL

- a. The standard quantity of nozzles to be submitted for inspection under this test plan shall be ten (10). The units submitted shall be manufactured using the same supplies, processes, and procedures that the vendor will be using for production units.
- b. Eight (8) of the nozzles shall be "end item" units in accordance with the contract requirements.
- c. Two (2) of the nozzles shall be machined into tensile test bares in accordance with contract requirements.

2.0 TESTS TO BE PERFORMED BY NSWC, I.H. ON THE SIX FINISHED UNITS

- a. All eight units shall be dye penetrant tested and evaluated, in accordance with MIL-STD-2175, class 1 for surface cracks and/or any surface irregularities.
- b. All eighth units shall be radiographically inspected, to enclosure (1), in accordance with MIL-STD-2175, class 1, using reference radiographs ASTIVI E446.
- c. All eight units shall undergo a full dimensional and surface finish inspection.
- d. After the units have successfully passed tests 2.0, a, b, and c of this test plan, four of the eight nozzles shall be motor loaded with Condition Code A hardware and propellant grains. Two motors shall be conditioned to -40 degrees F, two shall be conditioned to +140 degrees F in accordance with MIL-P-85759. All four shall then be statically fired in accordance with MIL-P-85759.
- e. After successful static firing, the four nozzles, at the discretion of I IHDIIVNAVSWARFARCEN, will be re-examined for steps 2.0 a, b and c of this test plan. Unless a catastrophic failure occurs, such as a burn through or explosion, the units shall not be rejected for data gathered after they are ballistically tested.

3.0 METALLURGICAL TESTING PERFORMED BY IHDIIVNAVSWARFARCEN, ON THE FOUR NOZZLE CASTINGS

- a. The four castings shall be metallurgically tested for compliance to contract requirements.
- b. Two tensile specimens shall be machined from each of the two nozzles castings for a total of four tensile specimens.
- c. The tensile and yield strengths, percent elongation and reduction in area shall be measured from each bar and compared to Chart United Hardness Scale Conversion.
- d. Metallographic specimens shall be prepared, in accordance with ASTM E3, and examined to verify proper grains size and microstructure.

4.0 EXAMINATION OF VENDOR X-RAY FILM (ALL NOZZLES)

- a. Vendor X-Rays and read sheets on all ten nozzles shall be reviewed in accordance with MIL-STD-2175, class 1. At a minimum, the following items shall be examined: format (do X-Rays following X-Ray45OX shoot defects called out correctly).

5.0 EXAMINATION OF CERTIFICATIONS AND DATA (ALL NOZZLES)

- a. The following certifications shall be reviewed for information content and format:
 - material certification (chemical composition)
 - Heat treat certifications
 - Heat treat charts

- Dye penetrant certifications
- X-Ray certifications
- Blowout disk
- Graphite insert
- Plating

6.0 **APPLICATION OF THIS TEST PLAN**

- Naval Surface Warfare Center, I.H. (NSWC,IH) reserves the right to omit certain steps based on how much past experience the vendor has in casting and machining Nozzle Assemblies for the MK 117 MOD 0 Rocket Motor..

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-03-R-0005**

Name of offeror questionnaire is being completed for:

Name of company completing questionnaire:

Name of the person and title completing questionnaire:

Length of time your firm has been involved with the offeror:

Type of work performed by referenced offer:

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

NAVSEA INDIAN HEAD, SURFACE
WARFARE CENTER DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Patsy Kragh, Contract Specialist,
Code 1142P
BY: **CLOSING DATE OF SOLICITATION**

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-03-R-0005

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- | | |
|----------------------|---|
| Exceptional - | The offerors performance was consistently superior.
The contractual performance was accomplished with
Few minor problems for which corrective action taken
By the contractor were highly effective. |
| Average - | The offerors performance was good, better than average,
Etc., and that they would willingly do business with the
Offeror again. The contractual performance was
Accomplished with some minor problems for which
Corrective actions taken by the contractor were effective. |
| Neutral - | No record exists. |
| Poor - | The offerors performance was entirely unsatisfactory
And that they would not do business with the offeror
again under any circumstances. The contractual
performance of the element being assessed contains
problems for which the contractor corrective actions
appear to be or were ineffective. |

CUSTOMER SATISFACTION

1. The referenced contractor was responsive to the Customers needs. E G N P N/A
2. The contractors personnel were qualified To meet the requirements. E G N P N/A
3. The contractors ability to accurately estimate Costs. E G N P N/A

TIMELINESS

4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. E G N P N/A

TECHNICAL SUCCESS

5. The contractor had a clear understanding of the work Detailed in the SOW. E G N P N/A
6. The contractors ability to complete tasks correctly the first time. E G N P N/A
7. The contractors ability to resolve problems. E G N P N/A

QUALITY

8. The contractors quality and reliability of services delivered. E G N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G N P N/A

PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name: _____, Date _____.

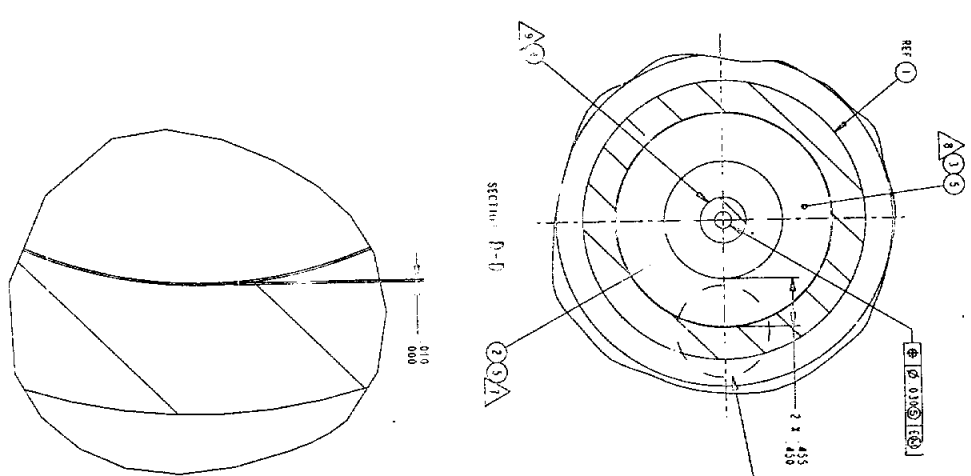
PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION
SEE FAR 3.104

Attachment (2)



REVISIONS	
REV	DESCRIPTION
D	SEE TOP INH3012
C	SEE TOP INH2003.2 R2

DATE	APPROVAL
7/27/99	L. EAGLES
6/10/02	REN

CAD MAINTAINED. CHANGES SHALL BE INCORPORATED BY THE DESIGN ACTIVITY.

CLASSIFICATION OF
CHARACTERISTICS (DDO-STD-210)
CRITICAL -
MAJOR -
MINOR - ALL OTHER CHARACTERISTICS

REVISIONS
DATE
BY
1/2/81
1/2/81

NOTES

- INTERPRET DRAWING IN ACCORDANCE WITH MIL-STD-100.
- THIS MATERIAL IS A FINE GRAIN, 1000 GRAPHITE MATERIAL FOR USE IN ROCKET MOTOR NOZZLES.

- REQUIREMENTS
A. MATERIAL SHALL BE UNIFORM IN TESTING.
B. MATERIAL SHALL BE FREE OF CRACKS AND FISSURES.
C. MANUFACTURER'S CERTIFIED ANALYSIS SHALL ACCOMPANY ALL SHIPMENTS.

- THE TEST METHODS SPECIFIED HEREIN ARE OPTIONAL. OTHER METHODS ARE USED. THE SUPPLIER SHALL SUBMIT THE INTERPRET PROCEDURE TO THE PROFORMING ACTIVITY PRIOR TO DELIVERY.

PHYSICAL PROPERTIES

TEST METHOD	OR EQUIV IN
A. FLEXURE STRENGTH, MIN	3,000 PSI
B. FLEXURE STRENGTH, MAX	3,000 PSI
C. TENSILE STRENGTH, MIN	2,400 PSI
D. TENSILE STRENGTH, MAX	2,400 PSI
E. COMPRESSIVE STRENGTH, MIN	7,000 PSI
F. COMPRESSIVE STRENGTH, MAX	7,000 PSI
G. SHEAR STRENGTH, MIN	0001 OHM-IN
H. SHEAR STRENGTH, MAX	0001 OHM-IN
I. THERMAL STABILITY	ASTM C2
J. PARTIAL SIZE, MAX	006 INCHES

IDENTIFICATION OF THE APPROVED, ITENS, IF YOU
IN NOT TO BE CONSIDERED AS A GUARANTEE OR
PRESENT OR FUTURE AVAILABILITY

DATE	PART NUMBER	NAME AND ADDRESS
4/2/81	AJ	UNION CARBIDE CORP CARBON PRODUCTS DIV 120 S RIVERSIDE PL CHICAGO, IL 60606
9/7/81	2052	AIRCO INC AIRCO CARBON DIV P.O. BOX 100 MADISON, WIS. 53701

ONE OF THE BEST FOR THIS DRAWING IS APPROVED FOR USE
IN THE PROFORMING ACTIVITY PRIOR TO DELIVERY
THE SUPPLIER SHALL SUBMIT THE INTERPRET PROCEDURE
TO THE PROFORMING ACTIVITY PRIOR TO DELIVERY

SOURCE CONTROL DATA

UNLESS OTHERWISE SPECIFIED TO DIMENSIONS ARE IN INCHES DECIMAL FRACTIONS XX DECIMALS ANGLES ±	NOTES: AIRCO CARBON DIV INDIAN HEAD, INDIAN HEAD, INDIAN HEAD, INDIAN HEAD INDIAN HEAD, INDIAN HEAD, INDIAN HEAD, INDIAN HEAD INDIAN HEAD, INDIAN HEAD, INDIAN HEAD, INDIAN HEAD	DATE 1/2/81	BY 1/2/81
DO NOT SCALE DRAWING	SCALE 1:1	DATE 1/2/81	BY 1/2/81
684-ITE, MOLDED MATERIAL	30003	DATE 1/2/81	BY 1/2/81

